

REMARKS

Enclosed with this response is an Information Disclosure Statement that identifies four US patents. The applicant requests that these references be considered by the examiner.

As requested by the examiner, the entire application has been thoroughly reviewed in order to identify and correct errors. Several amendments, including those noted by the examiner, have been made to the drawings, specification and claims. With regard to the drawings, Fig. 8B on sheet 5 was amended by replacing one occurrence of part number 804 with part number 802 as described on page 15, line 9. As required by the examiner, Figs. 13A, 14A and 15A were amended by replacing part number 1146 with part number 1346. In the specification, ten paragraphs were amended to correct minor errors in the text. No new matter has been added. Claims 2, 3, 13-15, 25, 26, and 35-41 were canceled. Claims 1, 4-12, 16-24, 27-34 and 42 remain in the application.

Claims 1-8, 13, 15-17, 27, 35-38 and 40-41 stand rejected under 35 U.S.C. 102 (b) as being anticipated by Gonzales (U.S. Patent Number 5,167,447). Claims 9-12, 20-22, 25, 26, 39 stand rejected under 35 U.S.C. 103 (a) based on a combination of Gonzales and at least one of the following references: Yoichi (JP 2000-208,117); Peot (US 5,489,485); Rachwal (US 6,388,390); and Curiel (US 4,563,727). Claims 14, 18, 19, 23, 24, 28, 29, 30, 31, 32, 33, and 34 were indicated as allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Claim 42 was indicated as allowable if rewritten to overcome the rejection under 35 U.S.C. 112, 2nd paragraph. Applicant has elected to put all remaining claims into condition for allowance by amending the claims to incorporate the limitations in the claims that were indicated as allowable into one or more of the remaining independent claims. Specifically, claim 1 was amended to include the limitations in claim 14, which had been indicated as allowable, as well as the limitations in intervening claims 2, 3 and 13. Claim 1 was also amended by replacing the word "distinct" with the word "different" to clearly indicate that the batteries were different sizes. Support for this amendment can be found on page 2, line 18. Claims 4-12, 16, 17, 21 and 22 were amended, where necessary, to depend directly or indirectly from amended claim 1. Claim 18 was amended by incorporating therein the limitations from claims 1, 2, 3, 16 and 17. Although claim 16 depended from claim 15, the limitation in claim 15 was not included in claim 18 because the phrase "two dimensions" in claim 15 had been objected to as indefinite. Claims 19 and 20 depend directly from claim 18. Claim 23 was put into allowable condition by incorporating therein the limitations from claims 1, 21 and 22. Claim 24 depends from

claim 23. Claim 28 was put into condition for allowance by incorporating therein the limitations in claims 1 and 27. Claim 29 depends from claim 28. Claim 30 was put into condition for allowance by incorporating therein the limitations in claims 1 and 25. Claims 31-33 depend directly or indirectly from claim 30. Claim 34 was put into condition for allowance by incorporating therein the limitations from claims 1 and 25. Claims 42 was amended to overcome the rejection based on 35 U.S.C. 112, second paragraph by incorporating into the last limitation the wording suggested by the examiner on page 4 of the Office Action.

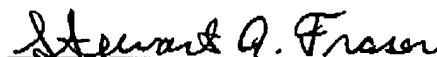
Claims 4-6 were objected to because the claims were considered convoluted and confusing with regards to the phrase "first one of the at least two first battery contacts". The meaning of this phrase can be determined by viewing Fig. 1, where the first battery contacts are designated part numbers 125, 127 and 129, and Fig. 2, where the second battery contacts are designated part numbers 214, 216 and 218. The phrase "a first one of the at least two first battery contacts" refers to part number 125 or 127 or 129. Similarly, the phrase "a first one of the at least two second battery contacts" refers to parts numbers 214 or 216 or 218. If, for example, a flashlight contained two AA size batteries, the phrase "a first one of the at least two first battery contacts" would be part number 125 and the phrase "a first one of the at least two second battery contacts" would be part number 214. This relationship between first battery contact 125 and second battery contact 214 is described on page 8, lines 7-11.

Claims 5-6 and 36 were objected to because "It is unclear if the first position of said switch electrically couples the first battery and second position of said switch electrically couples the first battery and second position of said switch electrically couples the second battery to a light source." The examiner requested elucidation. As stated in the first paragraph of claim 5, the switch's first position electrically couples the first ones of the at least two first and second battery contacts to the light source. Relative to Figs 1 and 2, this statement identifies part numbers 125 and 214, respectively, if the flashlight contains AA size batteries. As stated in the second paragraph of claim 5, the switch's second position electrically couples the second ones of the at least two first and second battery contacts to the light source. Relative to Figs 1 and 2, this statement identifies part numbers 127 and 216, respectively, if the flashlight contains C size batteries. As stated in claim 6, the switch comprises a third position that electrically couples the third ones of the at least two first and second battery contacts to the light source. Turning once again to Figs 1 and 2, this statement identifies part numbers 129 and 218, if the flashlight contains D size batteries. By combining the teachings in the specification and the

drawings, the applicant believes that a person skilled in the art of making flashlights could readily discern the meaning and limitations of claims 4, 5 and 6.

Claim 6 was also objected to with respect to the use of the word "associated" which rendered the claim as broad and indefinite. The examiner assumed that "associated" meant electrical communication. According to Webster's New Collegiate Dictionary, 150th Anniversary Edition, "associated" can mean to bring together in any of various ways. The dictionary definition, rather than the examiner's more narrow definition, should be used to understand the meaning of the claims.

Claims 1, 4-12, 16-24, 27-34 and 42 remain in the application and allowance of the same is requested.



Stewart A. Fraser
Reg. No. 33,882
Eveready Battery Company
25225 Detroit Road
Westlake, OH 44145
(440) 835-7632

March 8, 2005

In the Drawings:

Sheets 5, 9, 10 and 11 have been amended to correct errors in the part numbers.
Four sheets, each labeled "Replacement Sheet", accompany this response.